

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO**

CARL FORSELL,)	CASE NO. 5:22-cv-01454-SL
)	
Plaintiff,)	JUDGE LIOI
)	
v.)	MEMORANDUM OF LAW IN
)	SUPPORT OF MOTION OF
SQUIRRELS LLC , et al.)	DEFENDANT SQUIRRELS, LLC, FOR
)	MORE DEFINITE STATEMENT
Defendants.)	

Defendant, Squirrels LLC (“Squirrels”), hereby submits the following memorandum of law in support of its motion pursuant to Civil Rule 12(e), for a more definite statement of Plaintiff’s Complaint. As explained below, the Complaint is so vague and ambiguous that Defendant is unable to prepare a responsive pleading, because it variously identifies the contracting party as Plaintiff, as an apparent entity called Nonce Pte. Ltd. (“Nonce”), or as some combination of the two.

The essence of this lawsuit is that someone, as buyer, contracted with one or both Defendants for the purchase of certain computer hardware used in cryptocurrency mining. That contracting buyer allegedly paid the purchase price for the components, but did not receive them. Likewise, that party allegedly did not receive a refund of the purchase price. The question is “who was the contracting party”? While there is only one plaintiff here, the allegations of the Complaint name different contracting buyers in different parts of the Complaint.

The lone plaintiff in this matter, Carl Forsell, is an individual, according to the Complaint. Nonce appears to be a separate legal entity from Carl Forsell. Indeed, the Complaint describes Nonce as a “Singapore-based firm involved in the processing and mining of cryptocurrencies.” (Complaint, ¶1). Furthermore, Nonce is registered as an entity with Singapore’s Accounting and Corporate Regulatory Authority. Conversely, the case caption to the Complaint identifies Nonce as a merely a fictitious name under which Mr. Forsell does business.

Further confusing matters, the Complaint ambiguously alleges that Carl Forsell contracted with Defendant *through* Nonce. (See, e.g., ¶8). Conflicting with this are the allegations that Carl Forsell obtained the claim he is pursuing through an assignment from Nonce, implying that it was Nonce that contracted with Defendant. (See, e.g., ¶ 1). Finally, the Complaint also alleges that it was Carl Forsell who contracted with Defendant. (See, e.g., ¶¶ 10-21, 23, 25, 26, 36, and 38). Plaintiff attaches numerous documents to the Complaint, some indicating that buyer in the transaction was Mr. Forsell (Exhibits A through I) and some indicating that the buyer was Nonce (Exhibits J, K, and L). Notably, the Plaintiff, according to the complaint, is Mr. Forsell and Mr. Forsell only. Nonce is not a party to this action. Nevertheless, Mr. Forsell asks to recover for every single transaction, regardless of the contracting buyer on that transaction.

Note, it is not the case that the Complaint alleges that certain transactions were with Mr. Forsell and certain other transactions were with Nonce. Rather, the Complaint alternatively labels the buyer as Mr. Forsell, Nonce, or Mr. Forsell “through” Nonce. This makes the Complaint unintelligible as it is unclear with whom Plaintiff believes Defendants contracted.

“Motions for a more definite statement are designed to address unintelligibility rather than a lack of detail.” *Thorpe v. Wal-Mart Stores, Inc.*, N. D. Ohio No. 5:16CV1247, 2016 U.S. Dist. LEXIS 101062, at *4 (Aug. 2, 2016). The identity of the contracting parties is fundamental to a

claim for breach of contract. See, e.g., *Bavely v. Croucher (In re Chambers)*, Bankr. S. D. Ohio Nos. 19-10309, 20-1009, 2022 Bankr. LEXIS 1807, at *23 (June 3, 2022) (specific identification of the parties is an essential term of a contract). Without this essential information Defendant cannot answer the Complaint.

For these reasons Defendant Squirrels LLC respectfully moves the Court for an order requiring Plaintiff to make a more definite statement of his claim.

/s/ Jack B. Cooper

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PROOF OF SERVICE

This will certify that a copy of the foregoing was served on the following by the method(s) indicated below, on September 6, 2022:

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